

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: §
§
GARDEN OAKS MAINTENANCE § Case No. 18-60018
ORGANIZATION, INC. § Chapter 11
§
Debtor. §

**SUPPLEMENT TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS' APPLICATION TO EMPLOY DIAMOND MCCARTHY LLP
AS COUNSEL NUNC PRO TUNC TO JUNE 4, 2018**
[Related to ECF No. 36]

The Official Committee of Unsecured Creditors (the “Committee”) of Garden Oaks Maintenance Organization, Inc. (“GOMO” or the “Debtor”), pursuant to section 1103(a) of title 11 of the United states Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”), hereby supplements (the “Supplement”) its application (the “Application”)¹ for entry of an order authorizing the Committee to retain and employ Diamond McCarthy LLP (“Diamond McCarthy”) as its counsel in connection with GOMO’s chapter 11 case (the “Chapter 11 Case”), effective *nunc pro tunc* to June 4, 2018, as follows:

ADOPTION OF APPLICATION

1. The undersigned co-chairs of the Committee hereby adopt the Application and each statement therein as if fully set forth in this Supplement.

¹ Capitalized terms used but not defined herein have the meanings assigned to such terms in the Application.

RETENTION OF DIAMOND MCCARTHY

2. On June 4, 2018, the Committee held a meeting (the “Meeting”) at the offices of Diamond McCarthy LLP (“Diamond McCarthy”) at Two Houston Center, 909 Fannin, 37th Floor, Houston, TX 77010 beginning at 4:00 p.m. CST.

3. The following Committee members were present at the Meeting: (i) Peter Shun-Hsien Chang, (ii) Cheryl Luck, (iii) Patricia Mehrkam, (iv) Gary C. Ingram, and (v) Susanna Schmidt. This comprised each and every member of the Committee on June 4, 2018.

4. After a presentation by Diamond McCarthy regarding the GOMO’s bankruptcy case and the background and qualifications of Diamond McCarthy attorneys, the Committee unanimously selected Diamond McCarthy to serve as the Committee’s counsel in the Chapter 11 Case.

5. At the meeting, the Committee also approved and executed bylaws (the “Bylaws”) governing the actions of the Committee. The bylaws provided that Gary C. Ingram and Susanna Schmidt would serve as the Committee’s Co-Chairpersons (the “Co-Chairs”). Pursuant to the bylaws, the Co-Chairs are tasked with effectuating the resolutions of the Committee.

6. On June 5, 2018, Diamond McCarthy prepared a draft engagement letter for the Committee. After revisions directed by the Committee, the Co-Chairs executed the engagement letter annexed hereto as Exhibit A (the “Engagement Letter”). The Engagement Letter provided on page 2 that: “This engagement and our attorney-client relationship will be deemed to have commenced on June 4, 2018, the date on which the Committee approved the selection of the Firm as bankruptcy counsel for the Committee.”

NUNC PRO TUNC RELIEF

7. Pursuant to Rule 2014-1(b)(1) of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas, “[i]f an application for approval of the employment of a professional is made within 30 days of the commencement of that professional’s provision of service, it is deemed contemporaneous.” Bankruptcy Rule 9006(a)(1), governs computing time periods under the Bankruptcy Local Rules, and provides that “[w]hen the period is stated in days or a longer unit of time: (A) exclude the day of the event that triggers the period; (B) count every day, including intermediate Saturdays, Sundays, and legal holidays; and (C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.”

8. As indicated above, Diamond McCarthy commenced providing services on June 4, 2018. The thirtieth day after June 4, 2018, was July 4, 2018, which is a legal holiday. Thus, the Application was deemed filed contemporaneous with the commencement of the provision of services and Bankruptcy Local Rule 2014-1(b)(2) do not apply.

[Remainder of Page Intentionally Left Blank]

Dated: July 19, 2018.

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF GARDEN OAKS MAINTENANCE
ORGANIZATION, INC.**

DocuSigned by:

Susanna Schmidt _____

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Committee Co-Chair

DocuSigned by:

GARY INGRAM _____

EE7E7604564D4F0.....

Committee Co-Chair

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the Order Setting Notice Procedures [ECF No. 8], this document was served on those parties registered to receive ECF notifications in this case on July 19, 2018, and the following parties by first class United States Postal Service Mail:

- a. The Debtor; and
- b. The twenty largest unsecured creditors.

/s/ Charles M. Rubio

Charles M. Rubio



DIAMOND McCARTHY LLP

Attorneys & Counselors

Two Houston Center | 909 Fannin, 37th Floor | Houston, TX 77010 | Phone: 713.333.5100 | Fax: 713.333.5199

CHARLES M. RUBIO | PARTNER
crubio@diamondmccarthy.com
P. 713.333.5127
F. 713.333.5195

CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
ATTORNEY WORK PRODUCT

June 5, 2018

Susanna Schmidt, Co-Chair
Official Committee of Unsecured Creditors of
Garden Oaks Maintenance Organization, Inc.
733 W. 38th Street
Houston, TX 77018

Via electronic transmission

Gary C. Ingram, Co-Chair
Official Committee of Unsecured Creditors of
Garden Oaks Maintenance Organization, Inc.
14027 Memorial Drive, Suite 258
Houston, TX 77079

Via electronic transmission

RE: Representation of the Official Committee of Unsecured Creditors of Garden Oaks Maintenance Organization, Inc., Bankruptcy Case No. 18-60018; *In re Garden Oaks Maintenance Organization, Inc.*, pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division

Dear Sue and Gary:

Thank you for engaging Diamond McCarthy LLP (“Diamond McCarthy” or the “Firm”) to represent the Official Committee of Unsecured Creditors of Garden Oaks Maintenance Organization, Inc. (the “Committee”). This engagement letter and the attached *Additional Terms of Engagement* (the “Letter of Engagement”) will set forth the terms will govern the relationship between the Committee and the Firm.

Scope of Engagement and Disclaimer. Diamond McCarthy will render services to the Committee as needed throughout the chapter 11 case (the “Bankruptcy Case”) of Garden Oaks Maintenance Organization (the “Debtor”). The legal services the Firm will provide on behalf of the Committee (the “Representation”) include the following:

- Advise the Committee concerning its rights, powers and duties under section 1103 of the Bankruptcy Code;
- Assist and advise the Committee in its negotiations and consultations with the Debtor, creditors and parties in interest relative to the administration of the Bankruptcy Case;

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- Develop and negotiate a chapter 11 plan of reorganization with the Debtor, and if appropriate, formulate and file a plan of reorganization proposed by the Committee;
- Assist with the Committee's investigation of the acts, conduct, assets, liabilities and financial condition of the Debtor;
- Assist, advise and represent the Committee in analyzing and participating in any proposed asset sales or dispositions;
- Assist and advise the Committee in its communications with the general unsecured creditor constituency regarding significant matters in the Bankruptcy Case;
- Attend meetings and negotiate with the representatives of the Debtor and other parties;
- Represent the Committee at hearings and other proceedings and take such action as is necessary to preserve and protect the rights of the Debtor's unsecured creditors;
- Review, analyze and prepare applications, orders, and pleadings filed with the bankruptcy court; and
- Perform such other legal services for and on behalf of the Committee as may be necessary or appropriate to assist the Committee in satisfying its duties under section 1103 of the Bankruptcy Code.

This engagement will include, but is not necessarily limited to, the matters described in this Letter of Engagement. This engagement and our attorney-client relationship will be deemed to have commenced on June 4, 2018, the date on which the Committee approved the selection of the Firm as bankruptcy counsel for the Committee.

Cooperation. In order to enable us to effectively render the legal services contemplated, you agree to fully and accurately disclose all facts and to keep Diamond McCarthy informed of all developments relating to the matter. We necessarily must rely on the accuracy and completeness of the facts and information the Committee and its members and agents provide to us.

Compensation. We will charge a reasonable fee for the Firm's services based primarily upon the hourly rates we customarily charge for attorneys working on matters of this nature. In determining our fees and hourly rates, we take into consideration the factors set out under the Texas Rules of Disciplinary Conduct and the New York Rules of Professional Conduct, which include, but are not limited to, factors such as the complexity of the case or matter, the

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experience of the attorneys working on the matters, the novelty of the issues involved, the length of time of the representation and other additional considerations.

I will be the lead bankruptcy lawyer on this matter. It is contemplated that the following attorneys and paralegals will be primarily involved in the day-to-day management of the case:

Charles Rubio, Bankruptcy Partner	\$475.00 per hour
R.J. Shannon, Bankruptcy Associate	\$325.00 per hour
Cathy Burrow, Paralegal	\$220.00 per hour

Our rates are subject to increase from time to time (usually on an annual basis) to account for skill and experience, inflationary trends and other usual factors. Depending on the needs of the engagement, the Firm may call upon other attorneys and paralegals. In all events, the Firm strives to allocate assignments efficiently to minimize costs to the client. The Committee agrees that the hourly rates described above are reasonable to compensate the Firm for the services contemplated to be rendered through the representation.

Costs and Expenses. In the course of the representation, it will be necessary for Diamond McCarthy to incur certain costs or expenses. Diamond McCarthy will seek reimbursement of actual and necessary out-of-pocket costs and expenses in accordance with the following guidelines:

1. *Computer-Related Expense* – Online computerized research and research services will be reimbursed at cost.
2. *Court Costs* – Diamond McCarthy will be reimbursed for actual expenses incurred, but will not seek reimbursement of any sanctions or penalties imposed by a court due to the conduct of the Firm.
3. *Photocopying* – Photocopy charges will be reimbursed at a maximum of \$.20 per page for normal photocopying. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate and where possible, the Firm will seek prior approval.
4. *Telephone* – Long distance telephone service will be reimbursed at cost.
5. *Postage/Courier* – The Firm's expense for postage and necessary courier services will be reimbursed at cost.
6. *Miscellaneous Expenses* – The cost of office equipment, books, periodicals or other office expenditures will not be reimbursed, unless prior approval is obtained.

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7. *Travel Expenses* – The Firm will be reimbursed for reasonable expenses in connection with out-of-town travel, including coach class airfare, ground transportation and lodging. The Firm will advance all such travel expenses and seek reimbursement through the bankruptcy court.

Invoices. The Firm will furnish to the Committee on a monthly basis, if not more often, detailed invoices of the services rendered and the amount of fees and out-of-pocket expenses (filing fees, copying costs, travel expenses, court reporters charges, long distance telephone charges, etc.). These invoices will be provided to the Committee for informational purposes only. The Firm will file pleadings, notices and formal applications with the bankruptcy court requesting the allowance of fees earned and expenses incurred in connection with the Representation. For the avoidance of doubt, no member of the Committee shall be required to pay any fees earned or expenses incurred by the Firm in connection with the Representation.

Termination. Our relationship is based on mutual consent, and either you or the Firm may terminate the representation upon ten (10) days written notice for any reason, with or without cause. All legal fees and expenses incurred prior to such termination date will remain payable subject to this Letter of Engagement and approval of the bankruptcy court.

Work Product. The Committee will own Diamond McCarthy's entire work product. Subject to the Firm's obligations in the event of its withdrawal from representation, and further subject to events beyond our control, Diamond McCarthy shall attempt to retain all major and significant components of the files of the Firm relative to its legal representation of the Committee for a reasonable period following the conclusion of such legal representation. During such time the Committee will have reasonable access to, and the right to copy, such files. Thereafter, custody of such files shall be transferred to the Committee, provided that, if the Committee does not agree to accept custody of the files, Diamond McCarthy shall thereafter have the right to destroy the same.

Withdrawal and Conflict Disclosures. Diamond McCarthy is subject to the rules of professional conduct for the jurisdictions in which we practice, which lists several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, non-payment of fees or costs, misrepresentation, failure to disclose material facts, fundamental disagreements and conflicts of interest with another client. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

During the course of the representation, the Firm will not accept, without your prior written approval, any engagement that the Firm knows is in direct conflict with your interests in the representation, except as otherwise agreed herein. If the Firm discovers and determines that

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a conflict of interest exists, the Firm will notify you immediately of such conflict, and may withdraw from the representation to the extent that such a withdrawal would be permitted or required by applicable provisions of the Code of Professional Responsibility. The Firm agrees not to accept, without your prior approval, any engagement known by the Firm to be in direct conflict with your interests in the matters covered by the representation. If, in the course of representing multiple clients, the Firm discovers and determines in its sole discretion that a conflict of interest exists, the Firm will notify you of such conflict, and may withdraw from the representation to the extent that such a withdrawal would be permitted or required by applicable provisions of the Code of Professional Responsibility.

Governing Law. The laws of the State of Texas shall govern the validity, construction and enforcement and interpretation of this Letter of Engagement. This agreement contains the entire agreement between the Committee and the Firm regarding matters described herein, and the fees, charges and expenses to be paid relative thereto, and supersedes all prior oral or written agreements in respect thereof. This agreement may only be amended in writing by the Committee and the Firm or their respective legal representatives, successors and assigns. This agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together shall constitute the same agreement.

Bankruptcy Court Approval. This agreement is subject to the approval of the United States bankruptcy court exercising jurisdiction over the Committee.

Attached are our *Additional Terms of Engagement* which are a material part of this Letter of Engagement. If the terms of the Firm's engagement as outlined above are understood and satisfactory to you, please evidence the same by signing in the space provided below and returning an executed copy of this Agreement.

DIAMOND MCCARTHY LLP



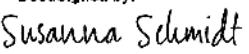
Charles Rubio

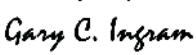
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ACCEPTED AND AGREED:

This 6/13/2018 at 10:41 AM PDT

OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF GARDENT OAKS MAINTENANCE ORGANIZATION, INC.

By: _____ DocuSigned by:  _____
Susanna Schmidt 6CB51F199AD642D..

By: _____ DocuSigned by:  _____
Gary C. Ingram EE7E7604564D4F0..

CC: Peter Shun-Hsien Chang
1326 Sue Barnett Drive
Houston, TX 77018
hygog0079@yahoo.com

Via electronic transmission

Cheryl Luck
810 Azalea Street
Houston, TX 77018
cheryl.luckspaces@gmail.com

Via electronic transmission

Patricia Mehrkam
1082 Gardenia Drive
Houston, TX 77018
standrewsepiscopal@hotmail.com

Via electronic transmission

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ADDITIONAL TERMS OF ENGAGEMENT

These are the *Additional Terms of Engagement* referred to in our engagement letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

Who Will Provide Legal Services: In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal professionals in the firm. For example, we do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely and efficient manner.

Scope of the Representation: As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the firm has agreed to provide. In our engagement letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. Please note that we do not provide legal advice regarding any tax issues or effects nor are we responsible for notifying any insurance carrier of any lawsuit. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact at the firm.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Who Is Our Client: It is our policy to represent only the person or entity identified in our engagement letter and not any affiliates. For example, unless otherwise specifically stated in our engagement letter: if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; if you are a trade association, our representation excludes members of that association; if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

Your Cooperation: To enable us to provide effective representation, you agree to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

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Our Relationships With Others: Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation. If a controversy unrelated to the subject matter of the representation develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy. In making this determination, we will consider your agreement to the Conflicts of Interest provisions in these *Additional Terms of Engagement*.

In addition to our representation of other companies and individuals, we sometimes may represent law firms and lawyers. As a result, opposing counsel in the matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often due to our participation in bar associations and other professional organizations. We believe these relationships with other attorneys do not adversely affect our ability to represent any client and, in some circumstances, may enhance our representation. Your acceptance of our engagement letter means you consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in the matter that is the subject of this engagement or in some other matter.

Conflicts of Interest: Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Due to the nature of our firm's practice, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement based on the understanding that our representation of you will not preclude us from accepting any other engagement from any existing or new client provided that: (i) such engagement is not substantially related to the subject matter of any services we are providing to you, and (ii) in accepting such other engagement we would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications you have made to us.

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Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, our policy is that the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation. Your acceptance of our engagement letter means you agree with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney client relationship.

How We Set Our Fees: The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation. Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests, whenever possible, with an estimate based upon our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Charges For Other Expenses And Services: As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we will bill them to you as part of your monthly invoice. Accordingly, our invoices usually will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, postage, facsimiles, long-distance telephone calls, travel and conference expenses, delivery charges, computerized research, and facsimile and other electronic transmissions. Outside expenses will generally be billed at cost, while some in-house expenses (e.g., copying, telecopying, computer services and in-house research) will include a reasonable allocation of overhead. In appropriate cases, reimbursable expenses will also include overtime charges for secretaries and other staff.

You authorize us to retain such third-parties, including consultants, experts and investigators, as may be necessary to the representation. Although we advance third-party disbursements in reasonable amounts, we will ask you to pay directly larger third-party invoices (usually those over \$200). Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation of you (other than your original documents), you agree that we may generate copies for our files at your expense, including both the reproduction charges and professional fees for time expended in reviewing files to be returned to you.

Billing Arrangements and Terms of Payment: We will bill you on a periodic basis, for fees and other charges, pursuant to the retainer, draw-down and other arrangements described in the

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foregoing engagement letter. Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession, we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 60 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and withdraw from the representation. Moreover, payment of our fees and costs is not contingent on the ultimate outcome of our representation.

The Committee members are not responsible for our fees or expense reimbursement. The Firm will look exclusively to the Debtor's estate for payment of these amounts.

Termination: Because our firm has been engaged to provide legal services in connection with the representation in the matter as specifically defined in our engagement letter, the attorney-client relationship terminates upon our completion of our services related to the representation in the matter. After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Unless we are actually engaged after the completion of the representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may relate to the matter. If you later retain us to perform further or additional services, our attorney-client relationship will be subject to the terms of engagement agreed to at that time; in the absence of any specific agreement, these *Additional Terms of Engagement* shall apply to the further or additional representation.

We look forward to the opportunity to complete our representation of you in the specified matter. You may, however, terminate our representation at any time, with or without cause, by notifying us in writing. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of lawyers. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

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Document Retention: At the conclusion of Diamond McCarthy's representation of you in this matter, it is our Firm's policy to return to you any original documents you sent to us. We also will provide you with copies of any other documents you specifically request (such as copies of depositions, court documents, etc.), and you agree to pay for the associated copying costs and any professional time incurred in identifying any such documents you request. You agree that Diamond McCarthy may elect to keep, at its own expense, copies of any documents related to this matter or otherwise returned to you.

At the conclusion of our representation of you in this matter, pursuant to our Firm's policy, we will send parts of our files that we deem appropriate to a storage facility at our expense. Such files will be maintained for seven (7) years, after which time they will be destroyed. If you would prefer that we send such files to you rather than store or destroy them, please notify us in writing within 90 days after the conclusion of our representation of you in this matter. Documents we choose not to store, and documents you have not requested as provided above, will be destroyed.

Digital files maintained electronically are subject to these same retention policies.

Disclaimer: By signing the engagement letter or otherwise indicating your acceptance of the engagement letter, you acknowledge that Diamond McCarthy LLP has made no promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

Our Professional Responsibility: The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, *e.g.*, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

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Dispute Resolution: This Retention Agreement is being entered into and is to be performed by the Law Firm within the State of Texas, Harris County, and the Agreement shall be interpreted in accordance with Texas law. All parties to this Retention Agreement agree that Harris County is the only permitted location (the venue) for all disputes that arise under or relate in any way to this Retention Agreement or to any of the services provided by the Law Firm.

The Client and the Law Firm each agree and acknowledge that all claims, lawsuits or other proceedings that arise under, concern or relate in any way to this Agreement must be filed in the State District Courts of Harris County, Texas.

Modification Of Our Agreement: The engagement letter and these *Additional Terms of Engagement* reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral agreements or understandings, and any change in those terms can only be made in writing signed by both Diamond McCarthy LLP and you.

In Conclusion: We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our firm.

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THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason that it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the Partnership's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are

Diamond McCarthy LLP
Official Committee of Unsecured Creditors of
Garden Oaks Maintenance Organization, Inc.
June 5, 2018

necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.